

Term Contract

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921	Information Date: 01/19/2011 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/06/2012 Payment Terms: Within 30 days Due net Delivery Terms: U.T. Destination Buyer: Pamela Newlon Phone: 865-974-0900 Fax: 865-974-2973 Framework Order #:
Vendor Address Vendor No 1089579 ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT-A-CAR 10828 DUTCHTOWN ROAD KNOXVILLE TN 37932	

Item	QTY	UOM	Material Description	Price Per Unit	Net Amount
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VALIDITY PERIOD: 01/06/2011 THROUGH 01/06/2012

EXTENSIONS: FOUR (4) ADDITIONAL PERIODS OF ONE (1) YEAR EACH UPON WRITTEN MUTUAL AGREEMENT

SERVICES WILL NOT BE NEEDED AT ONE TIME BUT OVER THE LIFE OF THE ORDER

VENDOR CONTACT AS LISTED:

Nick Shackell, Director
 Subsidiaries of Enterprise Holdings, Inc.
 209 Seaboard Lane
 Franklin, TN 37067
 Mobile: 615-636-5966
 Fax: 877-937-0710
 Nick.shackell@ehi.com

Any questions concerning this contract should be directed to Pamela Newlon at (865-974-0900) or email: pnwlon@tennessee.edu

00001	1	EA	Agreement for Car Rental Program for	0.01	0.01
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University employees for business and personal use.

Rental charge per day with unlimited mileage.

Enterprise and National Car Rental has been selected as our car rental provider. In accordance with the University contract #4600002148. The car rental program is effective as of January 6, 2011. Emerald Club memberships will allow you to bypass the counter, choose your vehicle, and receive rewards with National. Enterprise provides the custom attention and service needed for local market rentals while also servicing the needs of airport travelers. You can use your Emerald Club with both Enterprise and National to expedite your service.

Click on the following links to access the information on our car rental program.

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Link below will access car rental rates:

[Enterprise and National Car Rental Rates](#)

Link below will enable you to create your required Emerald Club membership:

[Emerald Club Enrollment](#)

Link below will enable you to make reservations utilizing the university contract:

[Enterprise and National Reservation Site](#)

If you have a membership with another car rental agency, Enterprise and National's goal is to match your current level of service. Please contact Darren Lowe @ (423)823-2946 or email: darren.l.lowe@ehi.com

Link below will access comparison grid:

[Competitor Status Match Grid](#)

Rates do not include fuel, optional upgrades or other optional charges, taxes, governmentally authorized or imposed surcharges, airport and airport facility fees, license and concession recoupment fees.

Intermediate/mid-size fleet:

Ford Fusion, Nissan Cube, Mercury Milan, Pontiac G6, Kia Rondo, VW Jetta, Hyundai Sonata, Chevrolet HHR, Kia Optima, Dodge Avenger, PT Cruiser, Chevrolet Cruze, Chrysler Sebring,

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For each vehicle rented, the Eligible Renter must execute: (1) for Enterprise, its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or (2) for National, either its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement (each, regardless of brand, a "Rental Agreement"). Each Eligible Renter (and any person identified on the Rental Agreement as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for 12 and 15 passenger vans), and meet Vendor's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Agreement, the terms of this Agreement will govern. However, the specific terms of each Rental Agreement will govern to the extent not directly in conflict with the terms of this Agreement; provided that any liability of the University to Vendor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by the University under this Agreement or any Rental Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. Sec. 9-8-301 et seq. Additionally, notwithstanding anything herein to the contrary, no provisions of any Rental Agreement will apply to the University to the extent they violate the laws or the Constitution of the State of Tennessee. In no event shall the University be construed as having waived any aspects of sovereign immunity accorded to it under the laws of the State of Tennessee or any other jurisdiction.

*****NOTICE TO CONTRACTOR*****

Summary Of Total Sales, The Contractor Is To Furnish Quarterly Reports, Detailing Total Sales To The University Against This Contract As Well As An Itemized List of Items Purchased by the University For The Previous Quarter.

Subsidiaries of Enterprise Holdings, Inc.: Enterprise Leasing Company of STL, LLC; Enterprise Leasing Company of Georgia, LLC; Enterprise Leasing Company of Florida, LLC; Enterprise Leasing Company of KS LLC; EAN Holdings, LLC; Enterprise Leasing Company of Orlando,

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LLC; Enterprise Leasing Company of Indianapolis, LLC; Enterprise Rent-A-Car Company of Boston, LLC; Enterprise Leasing Company of Denver, LLC; Enterprise Leasing Company of Chicago, LLC; Enterprise RAC Company of Maryland, LLC; Enterprise Leasing Company of Philadelphia, LLC; Enterprise RAC Company of Baltimore, LLC; Enterprise Leasing Company of Minnesota, LLC; Enterprise Leasing Company of Detroit, LLC; Enterprise Leasing Co of Norfolk/ Richmond, LLC; Enterprise Rent-A-Car Co of San Francisco, LLC; ELRAC, LLC; SNORAC, LLC; Enterprise Rent-A-Car Company of Sacramento, LLC; Enterprise Rent-A-Car Company of Los Angeles, LLC; Enterprise RAC Company of Cincinnati, LLC; CLERAC, LLC; Enterprise Rent-A-Car Company of Pittsburgh, LLC; Enterprise Rent-A-Car Company of Wisconsin, LLC; Enterprise Rent-A-Car Company of UT, LLC; CAMRAC, LLC; Enterprise Rent-A-Car Company of Rhode Island, LLC; Enterprise Leasing Company of Phoenix, LLC; Enterprise Leasing Company- Southeast, LLC; Enterprise Leasing Company- West, LLC; Enterprise Leasing Company- South Central, LLC; Enterprise Rent-A-Car Company of Tennessee, LLC; PENRAC, LLC; Enterprise Rent-A-Car Company of KY, LLC; Enterprise Rent-A-Car Company - Midwest, LLC; Enterprise RAC Company of Montana/Wyoming, LLC; Vanguard Car Rental USA, LLC. The obligations of each entity listed above under or in respect of this Agreement are several and not joint and several.					

THIS CONTRACT IS BASED ON THE FOLLOWING:

- 1-Proposed Provision agreed to 1/06/2011
- 2-RFP #7000085382, Collective 10036044 dated 09/20/2010, provided that Vendor shall hereinafter be deemed the subsidiaries of Enterprise Holdings, Inc. d/b/a as Enterprise Rent-A-Car and National Car Rental as listed below.
- 3-Enterprise Holding RFP dated 10/11/10, provided that Vendor shall hereinafter be deemed the subsidiaries of Enterprise Holdings, Inc. d/b/a as Enterprise Rent-A-Car and National Car Rental as listed below.
- 4-General Proposal Conditions
- 5-Specifications
- 6-Agreement for the protection of proprietary information dated 10/11/2010

Amendment # 1

This Amendment # 1, effective August 6, 2011, is by and between The University of Tennessee ("University") and Enterprise Holdings, Inc. ("Contractor"). This Amendment # 1 amends The University of Tennessee Contract Number 4600002148 ("Contract").

The parties agree that the Contract is modified as follows:

- (1) Contract Extended to Others. The pricing, terms and conditions for the items and services as listed in the Contract are extended to all Tennessee Board of Regents institutions ("TBR") as well as all departments, agencies, and municipalities of the State of Tennessee ("State").
- (2) Summary of Total Sales: The Contractor is to furnish monthly reports, detailing total sales to the University, TBR, and the State against this Contract, as well as an itemized list of items purchased by the University, TBR, and the State for the previous quarter.

Agreed:

Enterprise Holdings, Inc.

The University of Tennessee

Signature: [Signature]

Signature: [Signature]

Name: Authorized Officer

Name: Samantha D. Johnson

Title: Secretary or Asst. Secretary

Title: Director of Purchasing

Date: AUG 09 2011

Date: August 6, 2011

THE UNIVERSITY OF TENNESSEE

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NOTICE OF CONTRACT MODIFICATION

THE FOLLOWING IS ADDED TO THIS CONTRACT:

Contract Extended to Others. The pricing, terms and conditions for the items and services as listed in the Contract are extended to all Tennessee Board of Regents institutions ("TBR") as well as all departments, agencies, and municipalities of the State of Tennessee ("State")

VALIDITY PERIOD: 01/06/2011 THROUGH 01/06/2012

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00001	1	EA	Agreement for Car Rental Program for	0.01	0.01
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University employees for business and personal use. Rental charge per day with unlimited mileage.

Rebate schedule:

\$1.00 - \$4999,999.99 - 4%
 \$5000,000 - \$6999,999.99 - 6%
 \$7000,000 - \$999,999.99 - 7%
 \$1,000,000.00 - 8%

This contract is issued subject to the terms and conditions which are stated within, and referenced RFQ if applicable.

Signature _____

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Enterprise and National Car Rental has been selected as our car rental provider. In accordance with the University contract #4600002148, The car rental program is effective as of January 6, 2011. Emerald Club memberships will allow you to bypass the counter, choose your vehicle, and receive rewards with National. Enterprise provides the custom attention and service needed for local market rentals while also servicing the needs of airport travelers. You can use your Emerald Club with both Enterprise and National to expedite your service.

Click on the following links to access the information on our car rental program.

Car rental rates:
[Enterprise and National Car Rental Rates](#)

Emerald Club membership:
[Emerald Club Enrollment](#)

Reservations:
[Enterprise and National Reservation Site](#)

If you have a membership with another car rental agency, contact Darren Lowe @ (423)823-2946 or email: darren.l.lowe@ehi.com for an opportunity to match current level of service.

Comparison grid:
[Status Match](#)

Rates do not include fuel, optional upgrades or other optional charges, taxes, governmentally authorized or imposed surcharges, airport and airport facility fees, license and concession recoupment fees.

Intermediate/mid-size fleet:
 Ford Fusion, Nissan Cube, Mercury Milan, Pontiac G6, Kia Rondo, VW Jetta, Hyundai Sonata, Chevrolet HHR, Kia Optima, Dodge Avenger, PT Cruiser, Chevrolet Cruze, Chrysler Sebring, Kia Soul. Vendor agrees to make its vehicles available to Eligible Renters for rental from Vendor's rental facilities for business use. For Enterprise rentals, Eligible Renters must (a) use the customer number assigned by Enterprise to Customer XZ56187 for business rentals when

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For each vehicle rented, the Eligible Renter must execute:

- (1) for Enterprise, its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or
- (2) for National, either its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement (each, regardless of brand, a "Rental Agreement").

Each Eligible Renter (and any person identified on the Rental Agreement as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for 12 and 15 passenger vans), and meet Vendor's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Agreement, the terms of this Agreement will govern. However, the specific terms of each Rental Agreement will govern to the extent not directly in conflict with the terms of this Agreement; provided that any liability of the University to Vendor and third parties for any claims, damages, losses or costs arising out of related to acts performed by the University under this Agreement or any Rental Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. Sec. 9-8-301 et seq. Additionally, notwithstanding anything herein to the contrary, no provisions of any Rental Agreement will apply to the University to the extent they violate the laws or the Constitution of the State of Tennessee. In no event shall the University be construed as having waived any aspects of sovereign immunity accorded to it under the laws of the State of Tennessee or any other jurisdiction.

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Leasing Company of KS LLC; EAN Holdings, LLC; Enterprise Leasing Company of Orlando, LLC; Enterprise Leasing Company of Indianapolis, LLC; Enterprise Rent-A-Car Company of Boston, LLC; Enterprise Leasing Company of Denver, LLC; Enterprise Leasing Company of Chicago, LLC; Enterprise RAC Company of Maryland, LLC; Enterprise Leasing Company of Philadelphia, LLC; Enterprise RAC Company of Baltimore, LLC; Enterprise Leasing Company of Minnesota, LLC; Enterprise Leasing Company of Detroit, LLC; Enterprise Leasing Co of Norfolk/ Richmond, LLC; Enterprise Rent-A-Car Co of San Francisco, LLC; ELRAC, LLC; SNORAC, LLC; Enterprise Rent-A-Car Company of Sacramento, LLC; Enterprise Rent-A-Car Company of Los Angeles, LLC; Enterprise RAC Company of Cincinnati, LLC; CLERAC, LLC; Enterprise Rent-A-Car Company of Pittsburgh, LLC; Enterprise Rent-A-Car Company of Wisconsin, LLC; Enterprise Rent-A-Car Company of UT, LLC; CAMRAC, LLC; Enterprise Rent-A-Car Company of Rhode Island, LLC; Enterprise Leasing Company of Phoenix, LLC; Enterprise Leasing Company- Southeast, LLC; Enterprise Leasing Company- West, LLC; Enterprise Leasing Company- South Central, LLC; Enterprise Rent-A-Car Company of Tennessee, LLC; PENRAC, LLC; Enterprise Rent-A-Car Company of KY, LLC; Enterprise Rent-A-Car Company - Midwest, LLC; Enterprise RAC Company of Montana/Wyoming, LLC; Vanguard Car Rental USA, LLC. The obligations of each entity listed above under or in respect of this Agreement are several and not joint and several.

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Any questions concerning this contract should be directed to Pamela Newlon at (865-974-0900) or email: pnewlon@tennessee.edu

THIS CONTRACT IS BASED ON THE FOLLOWING:

- 1-Amendment #1 to contract signed 8/9/11
- 2-Proposed Provision agreed to 1/06/2011
- 3-RFP #7000085382, Collective 10036044 dated 09/20/2010, provided that Vendor shall hereinafter be deemed the subsidiaries of Enterprise Holdings, Inc. d/b/a as Enterprise Rent-A-Car and National Car Rental as listed below.
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NOTICE OF CONTRACT MODIFICATION

CLARIFICATION ON BASIS OF CONTRACT - SEE BELOW

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Subsidiaries of Enterprise Holdings, Inc.: Enterprise Leasing Company of STL, LLC; Enterprise Leasing Company of Georgia, LLC; Enterprise Leasing Company of Florida, LLC; Enterprise Leasing Company of KS LLC; EAM Holdings, LLC; Enterprise Leasing Company of Orlando, LLC; Enterprise Leasing Company of Indianapolis, LLC; Enterprise Rent-A-Car Company of Boston, LLC; Enterprise Leasing Company of Denver, LLC; Enterprise Leasing Company of Chicago, LLC; Enterprise RAC Company of Maryland, LLC; Enterprise Leasing Company of Philadelphia, LLC; Enterprise RAC Company of Baltimore, LLC; Enterprise Leasing Company of Minnesota, LLC; Enterprise Leasing Company of Detroit, LLC; Enterprise Leasing Co of Norfolk/ Richmond, LLC; Enterprise Rent-A-Car Co of San Francisco, LLC; ELRAC, LLC; SNORAC, LLC; Enterprise Rent-A-Car Company of Sacramento, LLC; Enterprise Rent-A-Car Company of Los Angeles, LLC; Enterprise RAC Company of Cincinnati, LLC; CLERAC, LLC; Enterprise Rent-A-Car Company of Pittsburgh, LLC; Enterprise Rent-A-Car Company of Wisconsin, LLC; Enterprise Rent-A-Car Company of UT, LLC; CAMRAC, LLC; Enterprise Rent-A-Car Company of Rhode Island, LLC; Enterprise Leasing Company of Phoenix, LLC; Enterprise Leasing Company- Southeast, LLC; Enterprise Leasing Company- West, LLC; Enterprise Leasing Company- South Central, LLC; Enterprise Rent-A-Car Company of Tennessee, LLC; PENRAC, LLC; Enterprise Rent-A-Car Company of KY, LLC; Enterprise Rent-A-Car Company - Midwest, LLC; Enterprise RAC Company of Montana/Wyoming, LLC; Vanguard Car Rental USA, LLC. The obligations of each entity listed above under or in respect of this Agreement are several and not joint and several.

THE UNIVERSITY OF TENNESSEE

Page 5 of 5

Term Contract

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921	Information Date: 10/27/2011 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/05/2012 Payment Terms: Within 30 days Due net Delivery Terms: U.T. Destination Buyer: Pamela Newlon Phone: 865-974-0900 Fax: 865-974-2973 Framework Order #: 6500000544
Vendor Address Vendor No 1099579 ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT-A-CAR 10628 DUTCHTOWN ROAD KNOXVILLE TN 37932	

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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Any questions concerning this contract should be directed to Pamela Newlon at (865-974-0900) or email: pnewlon@tennessee.edu

THIS CONTRACT IS BASED ON THE FOLLOWING:

- 1-Amendment #1 to Contract - Signed 8/9/11
- 2-Provision Terms Agreement Email Dated 1/06/2011
- 3-RFP #60000389263, Collective 10036044 dated 09/20/2010,
- 4-Enterprise Holding Inc's RFP #7000085352 dated 10/11/10,
d/b/a as Enterprise Rent-A-Car and National Car Rental
- 5-General Proposal Conditions
- 6-Special Proposal Conditions
- 7-Agreement For The Protection Of Proprietary Information Dated 10/11/2010

THE UNIVERSITY OF TENNESSEE

Purchasing Department
5723 Middlebrook Pike
Knoxville TN 37921-5946
(865) 974-3311
FAX (865) 974-2973

December 20, 2011

Enterprise Holdings Inc
Dba Enterprise Rent-A-Car
10628 Dutchtown Road
Knoxville, TN 37932

SUBJECT: EXTENSION OF CONTRACT FOR CAR RENTAL PROGRAM
UNIVERSITY CONTRACT NUMBER 460002148

Dear Sir:

The referenced contract expires 1/5/12. The conditions of the agreement provide that, if both parties agree, it may be extended for an additional period of one (1) year at the same prices and terms, ~~however current bid/proposal conditions will apply and may be viewed at http://purchasing.tennessee.edu/general_bid_conditions.htm~~ When applicable, we are requesting that all items be extended for another one year period. However, if you can extend some items but not all items, please provide a line item listing of those items you are declining to extend, DC.H

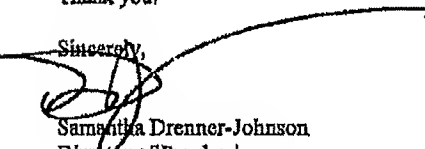
Please indicate your acceptance or nonacceptance of an extension by signing this letter and returning it to me. A prompt reply is imperative. You are advised, however, that all parties must agree to extend this agreement for this additional period of time, otherwise the agreement will expire. This letter **DOES NOT** constitute extension of the contract. If the University decides to extend the contract, a formal contract extension notice will be forwarded under separate cover.

Contractors are to note that, in accordance with the bid conditions of the original Request for Quotations, any general price decreases are to be afforded the University. Please advise if any price decreases are applicable when responding to this letter.

Questions concerning the extension of this contract may be directed to the Purchasing Department (865) 974-3311.

Thank you.

Sincerely,


Samantha Drenner-Johnson
Director of Purchasing

X
YES

NO

SI/JH

Attach: University of Tennessee Attestation Form


SIGNATURE

DATE

12/23/2011

Meredith Perkins/Assistant Secretary for
NAME (PRINT OR TYPE)

TITLE

The subsidiaries
of Enterprise Holdings
listed on Attached
Schedule "A".

Sign and return with the letter of contract extension.

University of Tennessee Attestation form:

USE OF ILLEGAL IMMIGRANTS PROHIBITED: In compliance with the requirements of Chapter 878 Public Acts of 2006 (TCA Sec 12-4-124), the contractor/vendor hereby attests that the contractor/vendor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.

NAME OF VENDOR – Enterprise Holdings, Inc

FEDERAL ID/SOCIAL SECURITY NUMBER OR UT VENDOR ID NUMBER - 1099579

Attested to 12/02/2011 (date)

By:

Title:

(Note: person signing must have authority to contractually bind the company)

COOPERATIVE PURCHASING AGREEMENT

STATE OF TENNESSEE PARTICIPATING ADDENDUM

THE UNIVERSITY OF TENNESSEE PREFERRED VENDOR PROGRAM AND

THE SUBSIDIARIES OF ENTERPRISE HOLDINGS, INC. D/B/A ENTERPRISE RENT-A-CAR AND NATIONAL CAR RENTAL AS LISTED BELOW

This Participating Addendum ("Addendum") is entered into this 14 day of January, 2012, pursuant to the Preferred Vendor Term Contract Number 4600002148 ("Master Contract") between the University of Tennessee ("University") and the Subsidiaries of Enterprise Holdings, Inc. d/b/a Enterprise Rent-A-Car and National Car Rental as listed below (including the Enterprise Rent-A-Car Company of Tennessee, LLC for the hourly car sharing services set forth on Exhibit B) under the Master Contract for the daily rental vehicle services set forth on Exhibits A and B (collectively the "Contractor"). The parties to this Addendum hereby create a separate contract between the Contractor and the State of Tennessee acting through the Department of General Services ("the State").

WHEREAS, the University entered into the Master Contract with the Contractor, pursuant to which the Contractor provides rental car services as described in the Master Contract; and

WHEREAS, the State desires to participate in the Master Contract as an additional contracting party to procure rental car services from the Contractor under the Master Contract; and

WHEREAS, the State is authorized under Tenn. Code Ann. §12-3-216, to undertake and make this type of contractual arrangement;

NOW THEREFORE, intending to be legally bound hereby, the State and the Contractor agree as follows:

1. The State and the Contractor as stated in the Master Agreement, agree to be bound by the terms and conditions as stated in the Master Contract attached hereto as Attachment A, and made a part of this Addendum;
2. The State and the Contractor as stated in the Master Agreement, agree to be bound by the Special Terms and Conditions attached hereto as Attachment B and made part of this Addendum (except that only Enterprise Rent-A-Car Company of Tennessee, LLC will be obligated to provide WeCar hourly car sharing services to the State); and
3. To the extent that there is a conflict between the Master Contract and Special Terms and Conditions set forth in Attachment B, the order of precedence shall be the Special Terms and Conditions and then the Master Contract.
4. The Subsidiaries of Enterprise Holdings, Inc. are as follows: Enterprise Leasing Company of STL, LLC; Enterprise Leasing Company of Georgia, LLC; Enterprise Leasing Company of Florida, LLC; Enterprise Leasing Company of KS LLC; EAN Holdings, LLC; Enterprise Leasing Company of Orlando, LLC; Enterprise Leasing Company of Indianapolis, LLC; Enterprise Rent-A-Car Company of Boston, LLC; Enterprise Leasing Company of Denver, LLC; Enterprise Leasing Company of Chicago, LLC; Enterprise RAC Company of Maryland, LLC; Enterprise Leasing Company of Philadelphia, LLC; Enterprise RAC Company of Baltimore, LLC; Enterprise Leasing Company of Minnesota, LLC; Enterprise Leasing Company of Detroit, LLC; Enterprise Leasing Co of Norfolk/ Richmond, LLC; Enterprise Rent-A-Car Co of San Francisco, LLC; ELRAC, LLC; SNORAC, LLC; Enterprise Rent-A-Car Company of Sacramento, LLC; Enterprise Rent-A-Car Company of Los Angeles, LLC; Enterprise RAC Company of Cincinnati, LLC; CLERAC, LLC; Enterprise Rent-A-Car Company of Pittsburgh, LLC; Enterprise Rent-A-Car Company of Wisconsin, LLC; Enterprise Rent-A-Car Company of UT, LLC; CAMRAC, LLC;

Enterprise Rent-A-Car Company of Rhode Island, LLC; Enterprise Leasing Company of Phoenix, LLC; Enterprise Leasing Company- Southeast, LLC; Enterprise Leasing Company- West, LLC; Enterprise Leasing Company- South Central, LLC; Enterprise Rent-A-Car Company of Tennessee, LLC; PENRAC, LLC; Enterprise Rent-A-Car Company of KY, LLC; Enterprise Rent-A-Car Company - Midwest, LLC; Enterprise RAC Company of Montana/Wyoming, LLC; Vanguard Car Rental USA, LLC. The obligations of each entity listed above under or in respect of this Agreement are several and not joint and several.

IN WITNESS WHEREOF, the parties have signed this Addendum.

State of Tennessee

the Subsidiaries of Enterprise Holdings, Inc d/b/a Enterprise Rent-A-Car and National Car Rental as listed below (with respect to Exhibit A only, but only Enterprise Rent-A-Car Company of Tennessee, LLC for the hourly car sharing services set forth on Exhibit B)

Department of General Services

By: Steven G. Cates
Steven G. Cates
Commissioner

By: Mark I. Litwin
MARK I. Litwin, Treasurer
or Agent
Printed Name/Date
(43-0724835 Enterprise Holdings, Inc.)
Federal I.D. Number
(43-1523681 Enterprise Rent-A-Car
Company of Tennessee, LLC)

THE UNIVERSITY OF TENNESSEE

Page 1 of 5

Term Contract

J. Haun

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921	Information Date: 01/06/2012 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/05/2013 Payment Terms: within 30 days Due net Delivery Terms: U.T. Destination Buyer: Jackie Haun <i>AK</i> Phone: 865-974-3098 Fax: 865-974-2973 Framework Order #: 6500000544
Vendor Address Vendor No 1099579 ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT-A-CAR 10628 DUTCOTOWN ROAD KNOXVILLE TN 37932	

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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NOTICE OF CONTRACT EXTENSION

ORIGINAL VALIDITY PERIOD: 01/06/2011 - 01/05/2012

NEW VALIDITY PERIOD: 1/6/2012 - 1/5/2013

EXTENSIONS: THREE (3) ADDITIONAL PERIODS OF ONE (1) YEAR EACH UPON WRITTEN MUTUAL AGREEMENT

SERVICES WILL NOT BE NEEDED AT ONE TIME BUT OVER THE LIFE OF THE ORDER

ITEMS AND SERVICES AS LISTED IN THE CONTRACT ARE EXTENDED TO ALL TENNESSEE BOARD OF REGENTS INSTITUTIONS ("TBR") AS WELL AS ALL DEPARTMENTS, AGENCIES, AND MUNICIPALITIES OF THE STATE OF TENNESSEE ("STATE").

VENDOR CONTACT AS LISTED:

Nick Shackell, Director
 Subsidiaries of Enterprise Holdings, Inc.
 209 Seaboard Lane
 Franklin, TN 37067
 Mobile: 615-636-5966
 Fax: 877-937-0710
 Nick.shackell@chi.com

00001	1	EA	Agreement for Car Rental Program for	0.01	0.01
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University employees for business and personal use. Rental charge per day with unlimited mileage.

Enterprise and National Car Rental has been selected as our car rental provider, In accordance with the University contract #4600002148. The car rental program is effective as of January 6, 2011. Emerald Club memberships will allow you to bypass the counter, choose your vehicle, and receive rewards with National. Enterprise provides the custom attention and service needed for local market rentals while also servicing the needs of airport travelers. You can use your

This contract is issued subject to the terms and conditions which are stated within, and referenced RFQ if applicable.

Signature *Lisa Tate for JG*

Term Contract

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921	Information Date: 01/06/2012 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/05/2013 Payment Terms: within 30 days Due net Delivery Terms: U.T. Destination Buyer: Jackie Haun Phone: 865-974-3098 Fax: 865-974-2973 Framework Order #: 6500000544
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Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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Emerald Club with both Enterprise and National to expedite your service.

Click on the following links to access the information on our car rental program.

Car rental rates:

Enterprise and National Car Rental Rates

Emerald Club membership:

Emerald Club Enrollment

Reservations:

Enterprise and National Reservation Site

If you have a membership with another car rental agency, contact Darren Lowe @ (423)823-2946 or email: darren.l.lowe@ehi.com for an opportunity to match current level of service.

Comparison grid:

Status Match

Rates do not include fuel, optional upgrades or other optional charges, taxes, governmentally authorized or imposed surcharges, airport and airport facility fees, license and concession recoupment fees.

Intermediate/mid-size fleet:

Ford Fusion, Nissan Cube, Mercury Milan, Pontiac G6, Kia Rondo, VW Jetta, Hyundai Sonata, Chevrolet HHR, Kia Optima, Dodge Avenger, PT Cruiser, Chevrolet Cruze, Chrysler Sebring, Kia Soul. Vendor agrees to make its vehicles available to Eligible Renters for rental from Vendor's rental facilities for business use. For Enterprise rentals, Eligible Renters must (a) use the customer number assigned by Enterprise to Customer XZ56187 for business rentals when making the reservation for the rental, and (b) certify at the time of reservation whether the rental is for business use. For National rentals, Eligible Renters must use Contract ID number XZ56187 when making a rental reservation, or, if no prior reservation is made, when entering into the applicable Rental Agreement, as defined below.

Term Contract

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921	Information Date: 01/06/2012 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/05/2013 Payment Terms: within 30 days Due net Delivery Terms: U.T. Destination Buyer: Jackie Haun Phone: 865-974-3098 Fax: 865-974-2973 Framework Order #: 6500000544
Vendor Address Vendor No 1099579 ENTERPRISE HOLDINGS INC DBA ENTERPRISE RENT-A-CAR 10628 DUTCHTOWN ROAD KNOXVILLE TN 37932	

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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For each vehicle rented, the Eligible Renter must execute:

- (1) for Enterprise, its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or
- (2) for National, either its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement (each, regardless of brand, a "Rental Agreement").

Each Eligible Renter (and any person identified on the Rental Agreement as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for 12 and 15 passenger vans), and meet Vendor's other normal renter qualifications.

In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Agreement, the terms of this Agreement will govern. However, the specific terms of each Rental Agreement will govern to the extent not directly in conflict with the terms of this Agreement; provided that any liability of the University to Vendor and third parties for any claims, damages, losses or costs arising out of related to acts performed by the University under this Agreement or any Rental Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. Sec. 9-8-301 et seq. Additionally, notwithstanding anything herein to the contrary, no provisions of any Rental Agreement will apply to the University to the extent they violate the laws or the Constitution of the State of Tennessee. In no event shall the University be construed as having waived any aspects of sovereign immunity accorded to it under the laws of the State of Tennessee or any other jurisdiction.

NOTE: Contract Extended to Others. The pricing, terms and conditions for the items and services as listed in the Contract are extended to all Tennessee Board of Regents institutions ("TBR") as well as all departments, agencies, and municipalities of the State of Tennessee ("State")

*****NOTICE TO CONTRACTOR*****

Summary Of Total Sales, The Contractor Is To Furnish Quarterly Reports, Detailing Total Sales To the University, TBR, and the State Against This Contract As Well As An Itemized List of Items Purchased by the University, TBR and the State For The Previous Quarter.

Term Contract

University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville , TN 37921	Information Date: 01/06/2012 Contract No: 4600002148 Validity Date From: 01/06/2011 Validity Date To: 01/05/2013 Payment Terms: within 30 days Due net Delivery Terms: U.T. Destination Buyer: Jackie Haun Phone: 865-974-3098 Fax: 865-974-2973 Framework Order #: 6500000544
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Subsidiaries of Enterprise Holdings, Inc.: Enterprise Leasing Company of STL, LLC; Enterprise Leasing Company of Georgia, LLC; Enterprise Leasing Company of Florida, LLC; Enterprise Leasing Company of KS LLC; EAN Holdings, LLC; Enterprise Leasing Company of Orlando, LLC; Enterprise Leasing Company of Indianapolis, LLC; Enterprise Rent-A-Car Company of Boston, LLC; Enterprise Leasing Company of Denver, LLC; Enterprise Leasing Company of Chicago, LLC; Enterprise RAC Company of Maryland, LLC; Enterprise Leasing Company of Philadelphia, LLC; Enterprise RAC Company of Baltimore, LLC; Enterprise Leasing Company of Minnesota, LLC; Enterprise Leasing Company of Detroit, LLC; Enterprise Leasing Co of Norfolk/ Richmond, LLC; Enterprise Rent-A-Car Co of San Francisco, LLC; ELRAC, LLC; SNORAC, LLC; Enterprise Rent-A-Car Company of Sacramento, LLC; Enterprise Rent-A-Car Company of Los Angeles, LLC; Enterprise RAC Company of Cincinnati, LLC; CLERAC, LLC; Enterprise Rent-A-Car Company of Pittsburgh, LLC; Enterprise Rent-A-Car Company of Wisconsin, LLC; Enterprise Rent-A-Car Company of UT, LLC; CAMRAC, LLC; Enterprise Rent-A-Car Company of Rhode Island, LLC; Enterprise Leasing Company of Phoenix, LLC; Enterprise Leasing Company- Southcast, LLC; Enterprise Leasing Company- West, LLC; Enterprise Leasing Company- South Central, LLC; Enterprise Rent-A-Car Company of Tennessee, LLC; PENRAC, LLC; Enterprise Rent-A-Car Company of KY, LLC; Enterprise Rent-A-Car Company - Midwest, LLC; Enterprise RAC Company of Montana/Wyoming, LLC; Vanguard Car Rental USA, LLC. The obligations of each entity listed above under or in respect of this Agreement are several and not joint and several.

Term Contract

University Address
The University of Tennessee

Purchasing Department
5723 Middlebrook Pike
Knoxville, TN 37921

Vendor Address

Vendor No 1099579

ENTERPRISE HOLDINGS INC
DBA ENTERPRISE RENT-A-CAR
10628 DUTCHTOWN ROAD
KNOXVILLE TN 37932

Information

Date: 01/06/2012
Contract No: 4600002148
Validity Date From: 01/06/2011
Validity Date To: 01/05/2013
Payment Terms: within 30 days Due net
Delivery Terms: U.T. Destination
Buyer: Jackie Haun
Phone: 865-974-3098
Fax: 865-974-2973
Framework Order #: 6500000544

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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THIS CONTRACT IS BASED ON THE FOLLOWING:

- 1-Enterprise Holdings Inc's letter dated 12/23/11
- 2-Amendment #1 to Contract - Signed 8/9/11
- 3-Provision Terms Agreement Email Dated 1/06/2011
- 4-RFP #60000389263, Collective 10036044 dated 09/20/2010,
- 5-Enterprise Holding Inc's RFP #7000085352 dated 10/11/10,
d/b/a as Enterprise Rent-A-Car and National Car
Rental
- 6-General Proposal Conditions
- 7-Special Proposal Conditions
- 8-Agreement For The Protection Of Proprietary Information Dated
10/11/2010

Any questions concerning this contract should be directed to Jackie Haun

ACCEPTED BY:

The University of Tennessee
Samantha Drenner-Johnson, Director of Purchasing



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Agency Term Contract Multi-Year for MYM - Issued to:

Enterprise Rent A Car of TN LLC
10628 Dutchtown Rd, Knoxville TN 37932
Vendor ID: 0000122522

CONTRACT NUMBER: 00000000000000000029896 TITLE: UT-Enterprise Car Rental Co-op

START DATE: January 4, 2012 END DATE: January 5, 2013 FINAL END DATE: January 5, 2016

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Crystal M Lysinger
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-4289
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000142799
Vehicle Rental, Compact Car, We-Car
Unit of Measure: MO
Vendor Item/Part #: COMPACT CAR, WE-CAR
Manufacturer Item #: COMPACT CAR, WE-CAR
Unit Price: \$ 724.89

Line 2

Item ID: 1000142800
Vehicle Rental, Mid Size Car, We-Car
Unit of Measure: MO
Vendor Item/Part #: MID-SIZE CAR, WE-CAR
Manufacturer Item #: MID-SIZE CAR, WE-CAR
Unit Price: \$ 748.49

Line 3

Item ID: 1000142801
Vehicle Rental, Full Size Car, We-Car
Unit of Measure: MO
Vendor Item/Part #: FULL SIZE CAR, WE-CAR
Manufacturer Item #: FULL SIZE CAR, WE-CAR
Unit Price: \$ 820.49

APPROVED: _____

John Bissell
DIRECTOR OF PURCHASING

BY: _____

PURCHASING AGENT

1.9.12
DATE



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Statewide Multi-Year Contract Issued to:

Enterprise Rent A Car of TN LLC
10628 Dutchtown Rd
Knoxville, TN 37932
Vendor ID: 0000122522

Contract Number: 0000000000000000000029900

Title: SWC 205, Vehicle Rental

Start Date : January 5, 2012 End Date: January 5, 2013 Final End Date: January 5, 2016

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Crystal M Lysinger
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-4289
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000142802

Vehicle Rental, Compact Car, Daily

Unit of Measure: DA

Vendor Item/Part #: COMPACT CAR-01

Manufacturer Item #: COMPACT CAR-01

Unit Price: \$ 30.33

Line 2

Item ID: 1000142803

Vehicle Rental, Compact Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: COMPACT CAR-02

Manufacturer Item #: COMPACT CAR-02

Unit Price: \$ 178.95

Line 3

Item ID: 1000142804

Vehicle Rental, Compact Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: COMPACT CAR-03

Manufacturer Item #: COMPACT CAR-03

Unit Price: \$ 724.89

Line 4

Item ID: 1000142805

Vehicle Rental, Mid Size Car, Daily

Unit of Measure: DA

Vendor Item/Part #: MID-SIZE CAR-01

Manufacturer Item #: MID-SIZE CAR-01

Unit Price: \$ 31.33

Line 5

Item ID: 1000142806

Vehicle Rental, Mid Size Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: MID-SIZE CAR-02

Manufacturer Item #: MID-SIZE CAR-02

Unit Price: \$ 184.85

Line 6

Item ID: 1000142807

Vehicle Rental, Mid Size Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: MID-SIZE CAR-03

Manufacturer Item #: MID-SIZE CAR-03

Unit Price: \$ 748.49

Line 7

Item ID: 1000142808

Vehicle Rental, Full Size Car, Daily

Unit of Measure: DA

Vendor Item/Part #: FULL SIZE CAR-01

Manufacturer Item #: FULL SIZE CAR-01

Unit Price: \$ 34.33

Line 8

Item ID: 1000142809

Vehicle Rental, Full Size Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: FULL SIZE CAR-02

Manufacturer Item #: FULL SIZE CAR-02

Unit Price: \$ 202.55

Line 9

Item ID: 1000142810

Vehicle Rental, Full Size Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: FULL SIZE CAR-03

Manufacturer Item #: FULL SIZE CAR-03

Unit Price: \$ 820.49

Line 10

Item ID: 1000142798

Vehicle Rental, Minivan, Daily

Unit of Measure: DA

Vendor Item/Part #: MINIVAN-01

Manufacturer Item #: MINIVAN-01

Unit Price: \$ 48.98

Line 11

Item ID: 1000142790

Vehicle Rental, Minivan, Weekly

Unit of Measure: WK

Vendor Item/Part #: MINIVAN-02

Manufacturer Item #: MINIVAN-02

Unit Price: \$ 288.98

Line 12

Item ID: 1000142778

Vehicle Rental, Minivan, Monthly

Unit of Measure: MO

Vendor Item/Part #: MINIVAN-03

Manufacturer Item #: MINIVAN-03

Unit Price: \$ 1170.62

Line 13

Item ID: 1000142779

Vehicle Rental, 12 Passenger Van, Daily

Unit of Measure: DA

Vendor Item/Part #: 12 PASSENGER VAN-01

Manufacturer Item #: 12 PASSENGER VAN-01

Unit Price: \$ 88.98

Line 14

Item ID: 1000142780

Vehicle Rental, 12 Passenger Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: 12 PASSENGER VAN-02

Manufacturer Item #: 12 PASSENGER VAN-02

Unit Price: \$ 524.98

Line 15

Item ID: 1000142781

Vehicle Rental, 12 Passenger Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: 12 PASSENGER VAN-03

Manufacturer Item #: 12 PASSENGER VAN-03

Unit Price: \$ 2126.62

Line 16

Item ID: 1000142782

Vehicle Rental, Standard SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: STANDARD SUV-01

Manufacturer Item #: STANDARD SUV-01

Unit Price: \$ 48.98

Line 17

Item ID: 1000142783

Vehicle Rental, Standard SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: STANDARD SUV-02

Manufacturer Item #: STANDARD SUV-02

Unit Price: \$ 288.98

Line 18

Item ID: 1000142784

Vehicle Rental, Standard SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: STANDARD SUV-03

Manufacturer Item #: STANDARD SUV-03

Unit Price: \$ 1170.62

Line 19

Item ID: 1000142785

Vehicle Rental, Large SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE SUV-01

Manufacturer Item #: LARGE SUV-01

Unit Price: \$ 78.98

Line 20

Item ID: 1000142786

Vehicle Rental, Large SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE SUV-02

Manufacturer Item #: LARGE SUV-02

Unit Price: \$ 465.98

Line 21

Item ID: 1000142787

Vehicle Rental, Large SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE SUV-03

Manufacturer Item #: LARGE SUV-03

Unit Price: \$ 1887.62

Line 22

Item ID: 1000142788

Vehicle Rental, Hybrid, Daily

Unit of Measure: DA

Vendor Item/Part #: HYBRID-01

Manufacturer Item #: HYBRID-01

Unit Price: \$ 46.49

Line 23

Item ID: 1000142789

Vehicle Rental, Hybrid, Weekly

Unit of Measure: WK

Vendor Item/Part #: HYBRID-02

Manufacturer Item #: HYBRID-02

Unit Price: \$ 274.29

Line 24

Item ID: 1000142795

Vehicle Rental, Hybrid, Monthly

Unit of Measure: MO

Vendor Item/Part #: HYBRID-03

Manufacturer Item #: HYBRID-03

Unit Price: \$ 1111.11

Line 25

Item ID: 1000142796

Vehicle Rental, Large Pick-up Truck, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE PICK-UP TRUCK-01

Manufacturer Item #: LARGE PICK-UP TRUCK-01

Unit Price: \$ 48.98

Line 26

Item ID: 1000142797

Vehicle Rental, Large Pick-up Truck, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE PICK-UP TRUCK-02

Manufacturer Item #: LARGE PICK-UP TRUCK-02

Unit Price: \$ 288.98

Line 27

Item ID: 1000142791

Vehicle Rental, Large Pick-up Truck, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE PICK-UP TRUCK-03

Manufacturer Item #: LARGE PICK-UP TRUCK-03

Unit Price: \$ 1170.62

Line 28

Item ID: 1000142792

Vehicle Rental, Cargo Van, Daily

Unit of Measure: DA

Vendor Item/Part #: CARGO VAN-01

Manufacturer Item #: CARGO VAN-01

Unit Price: \$ 48.98

Line 29

Item ID: 1000142793

Vehicle Rental, Cargo Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: CARGO VAN-02

Manufacturer Item #: CARGO VAN-02

Unit Price: \$ 288.98

Line 30

Item ID: 1000142794

Vehicle Rental, Cargo Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: CARGO VAN-03

Manufacturer Item #: CARGO VAN-03

Unit Price: \$ 1170.62

APPROVED: _____

John Bissell
DIRECTOR OF PURCHASING

BY: _____

PURCHASING AGENT

1.9.12

DATE



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Contract Issued to:

Enterprise Rent A Car of TN LLC
Attn Business Rental
209 Seaboard Ln
Franklin, TN 37067-8243

Vendor ID: 0000122522

Contract Number: 0000000000000000000029900

Title: SWC 205, Vehicle Rental

Start Date : January 05, 2012 End Date: January 05, 2013 with three options to renew

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Crystal M Lysinger
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-4289
Fax: 615-741-0684
Email: crystal.lysinger@tn.gov

Line Information

Line 1

Item ID: 1000142802

Vehicle Rental, Compact - Economy Car, Daily

Unit of Measure: DA

Vendor Item/Part #: COMPACT-ECONOMY-1

Manufacturer Item #: COMPACT CAR-01

Unit Price: \$ 30.33

Line 2

Item ID: 1000142803

Vehicle Rental, Compact - Economy Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: COMPACT-ECONOMY-2

Manufacturer Item #: COMPACT CAR-02

Unit Price: \$ 178.95

Line 3

Item ID: 1000142804

Vehicle Rental, Compact - Economy Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: COMPACT-ECONOMY-3

Manufacturer Item #: COMPACT CAR-03

Unit Price: \$ 724.89

Line 4

Item ID: 1000142805

Vehicle Rental, Mid Size - Intermediate Car, Daily

Unit of Measure: DA

Vendor Item/Part #: MID-INTERMEDIATE-1

Manufacturer Item #: MID-SIZE CAR-01

Unit Price: \$ 31.33

Line 5

Item ID: 1000142806

Vehicle Rental, Mid Size - Intermediate Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: MID-INTERMEDIATE-2

Manufacturer Item #: MID-SIZE CAR-02

Unit Price: \$ 184.85

Line 6

Item ID: 1000142807

Vehicle Rental, Mid Size - Intermediate Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: MID-INTERMEDIATE-3

Manufacturer Item #: MID-SIZE CAR-03

Unit Price: \$ 748.79

Line 7

Item ID: 1000142808

Vehicle Rental, Full Size - Standard Car, Daily

Unit of Measure: DA

Vendor Item/Part #: FULL-STANDARD CAR-1

Manufacturer Item #: FULL SIZE CAR-01

Unit Price: \$ 34.34

Line 8

Item ID: 1000142809

Vehicle Rental, Full Size - Standard Car, Weekly

Unit of Measure: WK

Vendor Item/Part #: FULL-STANDARD CAR-2

Manufacturer Item #: FULL SIZE CAR-02

Unit Price: \$ 202.61

Line 9

Item ID: 1000142810

Vehicle Rental, Full Size - Standard Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: FULL-STANDARD CAR-3

Manufacturer Item #: FULL SIZE CAR-03

Unit Price: \$ 820.73

Line 10

Item ID: 1000142798

Vehicle Rental, Minivan, Daily

Unit of Measure: DA

Vendor Item/Part #: MINIVAN-01

Manufacturer Item #: MINIVAN-01

Unit Price: \$ 48.98

Line 11

Item ID: 1000142790

Vehicle Rental, Minivan, Weekly

Unit of Measure: WK

Vendor Item/Part #: MINIVAN-02

Manufacturer Item #: MINIVAN-02

Unit Price: \$ 288.98

Line 12

Item ID: 1000142778

Vehicle Rental, Minivan, Monthly

Unit of Measure: MO

Vendor Item/Part #: MINIVAN-03

Manufacturer Item #: MINIVAN-03

Unit Price: \$ 1170.62

Line 13

Item ID: 1000142779

Vehicle Rental, 12 or 15 Passenger Van, Daily

Unit of Measure: DA

Vendor Item/Part #: 12-15 PASSENGER VAN-1

Manufacturer Item #: 12 PASSENGER VAN-01

Unit Price: \$ 88.98

Line 14

Item ID: 1000142780

Vehicle Rental, 12 or 15 Passenger Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: 12-15 PASSENGER VAN-2

Manufacturer Item #: 12 PASSENGER VAN-02

Unit Price: \$ 524.98

Line 15

Item ID: 1000142781

Vehicle Rental, 12 or 15 Passenger Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: 12-15 PASSENGER VAN-3

Manufacturer Item #: 12 PASSENGER VAN-03

Unit Price: \$ 2126.62

Line 16

Item ID: 1000142782

Vehicle Rental, Intermediate - Standard SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: STANDARD-INTER SUV-1

Manufacturer Item #: STANDARD SUV-01

Unit Price: \$ 48.98

Line 17

Item ID: 1000142783

Vehicle Rental, Intermediate - Standard SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: STANDARD-INTER SUV-2

Manufacturer Item #: STANDARD SUV-02

Unit Price: \$ 288.98

Line 18

Item ID: 1000142784

Vehicle Rental, Intermediate - Standard SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: STANDARD-INTER SUV-3

Manufacturer Item #: STANDARD SUV-03

Unit Price: \$ 1170.62

Line 19

Item ID: 1000142785

Vehicle Rental, Large SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE SUV-01

Manufacturer Item #: LARGE SUV-01

Unit Price: \$ 78.98

Line 20

Item ID: 1000142786

Vehicle Rental, Large SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE SUV-02

Manufacturer Item #: LARGE SUV-02

Unit Price: \$ 465.98

Line 21

Item ID: 1000142787

Vehicle Rental, Large SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE SUV-03

Manufacturer Item #: LARGE SUV-03

Unit Price: \$ 1887.62

Line 22

Item ID: 1000142788

Vehicle Rental, Hybrid, Daily

Unit of Measure: DA

Vendor Item/Part #: HYBRID-01

Manufacturer Item #: HYBRID-01

Unit Price: \$ 46.49

Line 23

Item ID: 1000142789

Vehicle Rental, Hybrid, Weekly

Unit of Measure: WK

Vendor Item/Part #: HYBRID-02

Manufacturer Item #: HYBRID-02

Unit Price: \$ 274.29

Line 24

Item ID: 1000142795

Vehicle Rental, Hybrid, Monthly

Unit of Measure: MO

Vendor Item/Part #: HYBRID-03

Manufacturer Item #: HYBRID-03

Unit Price: \$ 1111.11

Line 25

Item ID: 1000142796

Vehicle Rental, Large Pick-up Truck, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE PICK-UP TRUCK-01

Manufacturer Item #: LARGE PICK-UP TRUCK-01

Unit Price: \$ 48.98

Line 26

Item ID: 1000142797

Vehicle Rental, Large Pick-up Truck, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE PICK-UP TRUCK-02

Manufacturer Item #: LARGE PICK-UP TRUCK-02

Unit Price: \$ 288.98

Line 27

Item ID: 1000142791

Vehicle Rental, Large Pick-up Truck, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE PICK-UP TRUCK-03

Manufacturer Item #: LARGE PICK-UP TRUCK-03

Unit Price: \$ 1170.62

Line 28

Item ID: 1000142792

Vehicle Rental, Cargo Van, Daily

Unit of Measure: DA

Vendor Item/Part #: CARGO VAN-01

Manufacturer Item #: CARGO VAN-01

Unit Price: \$ 48.98

Line 29

Item ID: 1000142793

Vehicle Rental, Cargo Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: CARGO VAN-02

Manufacturer Item #: CARGO VAN-02

Unit Price: \$ 288.98

Line 30

Item ID: 1000142794

Vehicle Rental, Cargo Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: CARGO VAN-03

Manufacturer Item #: CARGO VAN-03

Unit Price: \$ 1170.62

APPROVED:

 KRT
CHIEF PROCUREMENT OFFICER

BY:


PURCHASING AGENT

7/11/12
DATE



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Contract Issued to:

Enterprise Rent A Car of TN LLC
Attn Business Rental
209 Seaboard Ln
Franklin, TN 37067-8243

Vendor ID: 0000122522

Contract Number: 0000000000000000000029900

Title: SWC 205, Vehicle Rental

Start Date : January 05, 2012

End Date: January 04, 2014 with one option to renew

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500
Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Katie Lillard
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-7078
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000142802
Vehicle Rental, Compact - Economy Car, Daily
Unit of Measure: DA
Vendor Item/Part #: COMPACT-ECONOMY-1
Manufacturer Item #: COMPACT CAR-01
Unit Price: \$ 30.33

Line 2

Item ID: 1000142803
Vehicle Rental, Compact - Economy Car, Weekly
Unit of Measure: WK
Vendor Item/Part #: COMPACT-ECONOMY-2
Manufacturer Item #: COMPACT CAR-02
Unit Price: \$ 178.95

Line 3

Item ID: 1000142804
Vehicle Rental, Compact - Economy Car, Monthly
Unit of Measure: MO
Vendor Item/Part #: COMPACT-ECONOMY-3
Manufacturer Item #: COMPACT CAR-03
Unit Price: \$ 724.89

Line 4

Item ID: 1000142805
Vehicle Rental, Mid Size - Intermediate Car, Daily
Unit of Measure: DA
Vendor Item/Part #: MID-INTERMEDIATE-1
Manufacturer Item #: MID-SIZE CAR-01
Unit Price: \$ 31.33

Line 5

Item ID: 1000142806
Vehicle Rental, Mid Size - Intermediate Car, Weekly
Unit of Measure: WK
Vendor Item/Part #: MID-INTERMEDIATE-2
Manufacturer Item #: MID-SIZE CAR-02
Unit Price: \$ 184.85

Line 6

Item ID: 1000142807
Vehicle Rental, Mid Size - Intermediate Car, Monthly
Unit of Measure: MO
Vendor Item/Part #: MID-INTERMEDIATE-3
Manufacturer Item #: MID-SIZE CAR-03
Unit Price: \$ 748.79

Line 7

Item ID: 1000142808
Vehicle Rental, Full Size - Standard Car, Daily
Unit of Measure: DA
Vendor Item/Part #: FULL-STANDARD CAR-1
Manufacturer Item #: FULL SIZE CAR-01
Unit Price: \$ 34.34

Line 8

Item ID: 1000142809
Vehicle Rental, Full Size - Standard Car, Weekly
Unit of Measure: WK
Vendor Item/Part #: FULL-STANDARD CAR-2
Manufacturer Item #: FULL SIZE CAR-02

Unit Price: \$ 202.61

Line 9

Item ID: 1000142810

Vehicle Rental, Full Size - Standard Car, Monthly

Unit of Measure: MO

Vendor Item/Part #: FULL-STANDARD CAR-3

Manufacturer Item #: FULL SIZE CAR-03

Unit Price: \$ 820.73

Line 10

Item ID: 1000142798

Vehicle Rental, Minivan, Daily

Unit of Measure: DA

Vendor Item/Part #: MINIVAN-01

Manufacturer Item #: MINIVAN-01

Unit Price: \$ 48.98

Line 11

Item ID: 1000142790

Vehicle Rental, Minivan, Weekly

Unit of Measure: WK

Vendor Item/Part #: MINIVAN-02

Manufacturer Item #: MINIVAN-02

Unit Price: \$ 288.98

Line 12

Item ID: 1000142778

Vehicle Rental, Minivan, Monthly

Unit of Measure: MO

Vendor Item/Part #: MINIVAN-03

Manufacturer Item #: MINIVAN-03

Unit Price: \$ 1170.62

Line 13

Item ID: 1000142779

Vehicle Rental, 12 or 15 Passenger Van, Daily

Unit of Measure: DA

Vendor Item/Part #: 12-15 PASSENGER VAN-1

Manufacturer Item #: 12 PASSENGER VAN-01

Unit Price: \$ 88.98

Line 14

Item ID: 1000142780

Vehicle Rental, 12 or 15 Passenger Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: 12-15 PASSENGER VAN-2

Manufacturer Item #: 12 PASSENGER VAN-02

Unit Price: \$ 524.98

Line 15

Item ID: 1000142781

Vehicle Rental, 12 or 15 Passenger Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: 12-15 PASSENGER VAN-3

Manufacturer Item #: 12 PASSENGER VAN-03

Unit Price: \$ 2126.62

Line 16

Item ID: 1000142782

Vehicle Rental, Intermediate - Standard SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: STANDARD-INTER SUV-1

Manufacturer Item #: STANDARD SUV-01

Unit Price: \$ 48.98

Line 17

Item ID: 1000142783

Vehicle Rental, Intermediate - Standard SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: STANDARD-INTER SUV-2

Manufacturer Item #: STANDARD SUV-02

Unit Price: \$ 288.98

Line 18

Item ID: 1000142784

Vehicle Rental, Intermediate - Standard SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: STANDARD-INTER SUV-3

Manufacturer Item #: STANDARD SUV-03

Unit Price: \$ 1170.62

Line 19

Item ID: 1000142785

Vehicle Rental, Large SUV, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE SUV-01

Manufacturer Item #: LARGE SUV-01

Unit Price: \$ 78.98

Line 20

Item ID: 1000142786

Vehicle Rental, Large SUV, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE SUV-02

Manufacturer Item #: LARGE SUV-02

Unit Price: \$ 465.98

Line 21

Item ID: 1000142787

Vehicle Rental, Large SUV, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE SUV-03

Manufacturer Item #: LARGE SUV-03

Unit Price: \$ 1887.62

Line 22

Item ID: 1000142788

Vehicle Rental, Hybrid, Daily

Unit of Measure: DA

Vendor Item/Part #: HYBRID-01

Manufacturer Item #: HYBRID-01

Unit Price: \$ 46.49

Line 23

Item ID: 1000142789

Vehicle Rental, Hybrid, Weekly

Unit of Measure: WK

Vendor Item/Part #: HYBRID-02

Manufacturer Item #: HYBRID-02

Unit Price: \$ 274.29

Line 24

Item ID: 1000142795

Vehicle Rental, Hybrid, Monthly

Unit of Measure: MO

Vendor Item/Part #: HYBRID-03

Manufacturer Item #: HYBRID-03

Unit Price: \$ 1111.11

Line 25

Item ID: 1000142796

Vehicle Rental, Large Pick-up Truck, Daily

Unit of Measure: DA

Vendor Item/Part #: LARGE PICK-UP TRUCK-01

Manufacturer Item #: LARGE PICK-UP TRUCK-01

Unit Price: \$ 48.98

Line 26

Item ID: 1000142797

Vehicle Rental, Large Pick-up Truck, Weekly

Unit of Measure: WK

Vendor Item/Part #: LARGE PICK-UP TRUCK-02

Manufacturer Item #: LARGE PICK-UP TRUCK-02

Unit Price: \$ 288.98

Line 27

Item ID: 1000142791

Vehicle Rental, Large Pick-up Truck, Monthly

Unit of Measure: MO

Vendor Item/Part #: LARGE PICK-UP TRUCK-03

Manufacturer Item #: LARGE PICK-UP TRUCK-03

Unit Price: \$ 1170.62

Line 28

Item ID: 1000142792

Vehicle Rental, Cargo Van, Daily

Unit of Measure: DA

Vendor Item/Part #: CARGO VAN-01

Manufacturer Item #: CARGO VAN-01

Unit Price: \$ 48.98

Line 29

Item ID: 1000142793

Vehicle Rental, Cargo Van, Weekly

Unit of Measure: WK

Vendor Item/Part #: CARGO VAN-02

Manufacturer Item #: CARGO VAN-02

Unit Price: \$ 288.98

Line 30

Item ID: 1000142794

Vehicle Rental, Cargo Van, Monthly

Unit of Measure: MO

Vendor Item/Part #: CARGO VAN-03

Manufacturer Item #: CARGO VAN-03

Unit Price: \$ 1170.62

APPROVED:

Jessica Buehler
CHIEF PROCUREMENT OFFICER

BY

[Signature]
PURCHASING AGENT

12/27/2012
DATE

SCHEDULE A
Subsidiaries of Enterprise Holdings, Inc.

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
Enterprise Rent-A-Car Company of Tennessee, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
Vanguard Car Rental USA, LLC
PRERAC, Inc.
Enterprise Rent-A-Car Canada Limited d/b/a Enterprise
Enterprise Rent-A-Car UK Limited
ERAC Ireland Holdings Limited

ATTACHMENT B
PARTICIPATING ADDENDUM

For: The State of Tennessee
Under the

University of Tennessee Term Contract 4600002148

With the Subsidiaries of Enterprise Holdings, Inc. d/b/a Enterprise Rent-A-Car and National Car Rental as listed below for daily rental services and Enterprise Rent-A-Car Company of Tennessee, LLC for the hourly car sharing services

SPECIAL TERMS AND CONDITIONS

1. SCOPE

These SPECIAL TERMS AND CONDITIONS shall be a part of the Participating Addendum ("Addendum") between the State of Tennessee, acting through the Department of General Services ("the State") and the Subsidiaries of Enterprise Holdings, Inc. d/b/a Enterprise Rent-A-Car and National Car Rental as listed below and Enterprise Rent-A-Car Company of Tennessee, LLC regarding the procurement of hourly rental car services under the WeCar® brand and WeCar® systems. Unless otherwise defined, all capitalized terms in this Addendum shall have the meanings ascribed to them in the University of Tennessee Preferred Vendor Program, Term Contract Number 4600002148 ("the Master Contract").

2. TERM OF PARTICIPATING ADDENDUM

This Addendum shall become effective on the date of execution by the Commissioner of General Services, subsequent to the approval of the Tennessee Board of Standards for the State of Tennessee. The Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, or (b) termination of the Addendum in accordance with its terms or the terms of the Master Contract.

3. STATE OF TENNESSEE ADDENDUM PARTICIPANTS/ELIGIBLE RENTERS

Once awarded by the State, the resulting contract may be used by all State of Tennessee departments, agencies and entities pursuant to Tenn. Code Ann. §12-3-203(h) and their employees which otherwise qualify for use of the services provided by Contractor (age, employment status, driver license status, etc.).

4. RENTAL AGREEMENTS

For each vehicle rented, the Eligible Renter must execute:

- (1) For Enterprise, its standard rental agreement in the jurisdiction in which the vehicle rental occurs, or
- (2) For National, either its standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement, or
- (3) For WeCar, its standard Terms of Use for the jurisdiction in which the vehicle rental occurs (each, regardless of brand, a "Rental Agreement.").

Each Eligible Renter (and any person identified on the Rental Agreement as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for 12 and 15 passenger vans), and meet Vendor's other normal renter qualifications including that the Eligible Renter must be a full-time employee of the State at the time of the rental.

In the event of a direct conflict between the terms of this Participating Addendum and the terms of any Rental Agreement, the terms of this Participating Addendum will govern. However, the specific terms of

each Rental Agreement will govern to the extent not directly in conflict with the terms of this Addendum and/or the Master Contract # 4600002148 between UT and the Subsidiaries of Enterprise Holdings, Inc. d/b/a Enterprise Rent-A-Car and National Car Rental as listed below provided that any liability of the State to Vendor and third parties for any claims, damages, losses or costs arising out of related acts performed by the State under this Addendum or any Rental Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §9-8-301 et seq. Additionally, notwithstanding anything herein to the contrary, no provisions of any Rental Agreement will apply to the State to the extent they violate the laws or the Constitution of the State of Tennessee. In no event shall the State be construed as having waived any aspects of sovereign immunity accorded to it under the laws of the State of Tennessee or any other jurisdiction.

5. CONTROLLING LAW

The Addendum between the State and the Contractor shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee (without regard to any conflict of laws provision) and the decisions of the Tennessee courts. The Contractor consents to the jurisdiction of any court of the State of Tennessee or any federal courts in Tennessee, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Tennessee or federal) shall have in personal jurisdiction over it and consents to service of process in any manner authorized by Tennessee law. The Contractor agrees that any action against the State of Tennessee based on this contract shall be brought in the Tennessee Claims Commission pursuant to Tenn. Code Ann. §9-8-307.

6. CONTRACT PRICING

Contract pricing shall be as per the Master Contract's pricing, terms, and conditions. WeCar rentals shall be paid by the State monthly pursuant to the monthly rental amount(s) set forth in the Master Contract.

7. CONTRACT PURCHASE ORDER AND RENTAL AGREEMENTS

State agencies and their employees may order rental car services against this Addendum directly from the Contractor. Rental agreements for traditional business use orders will be paid by the State after issuing a purchase order. These rental agreements constitute the Contractor's authority to provide rental car services to the ordering State agency or their employees. Each rental agreement will be deemed to incorporate the terms and conditions set forth in this Addendum. Rental car reservations may be entered electronically, by telephone, or transmitted through facsimile equipment. The electronic transmission of a rental agreement through the Contractor's website shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the rental agreement shall constitute receipt of an order. Orders and/or rental agreements received by the Contractor after 4:00 P.M. (CST) will be considered the following business day.

8. STATE AGENCY INVOICE AND PAYMENT

Payment Instructions:

The Contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985.

All amounts due for cars rented by State agencies shall be paid by the State and shall be paid to Contractor by means agreeable to the State and the Contractor. Method of payment to Contractor shall be as per vendor's bidder application with the State of Tennessee, Purchasing Division. The Contractor shall be compensated only for services which are performed and accepted by the State.

Any questions concerning payment should be addressed to the "bill to" agency and not to the Purchasing Division.

Orders placed by State employees for personal use under this Participating Addendum shall be paid for utilizing a personal credit card, at the time of placing the order.

Orders placed by State agencies for rental cars under this Participating Addendum shall be placed directly with Contractor through Contractor's on-line, web-based reservation system.

Billing Instructions:

The Contractor shall invoice the state agency upon completion of the rental service period ordered, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number - (assigned by the contractor);
2. Invoice date;
3. Contract number - (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. Invoice shall be sent to the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, email and/or fax to contact for billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for the Rental service.

The Contractor understands and agrees that the invoice shall include the following:

- a. only charges for service described in the Participating Addendum and in accordance with payment terms and conditions set forth in the Participating Addendum;
- b. not include any future rental, but will only be submitted for completed rental service, unless otherwise authorized in writing by the user agency; and
- c. not include sales tax or shipping charges.

9. LOCAL GOVERNMENT PURCHASES AND PAYMENTS

The University has extended the Contractor's services to local government entities such as city and county governments and special districts. Purchases made by these entities are to be paid by the purchasing local government entity and are not the liability or responsibility of the State. Specific terms and conditions of service to be provided, along with payment methods, shall be determined between each participating local government entity and the Contractor in writing. Nothing provided herein shall obligate Contractor to do business with any other entities other than the University or the State.

10. DIVERSITY

It is the policy of the State to include diversity in its contractual relations with commercial firms. Firms who demonstrate and embrace diversity within its programs and policies are assisting the State in achieving its goals in building a more reflective marketplace for the community within this state. The Contractor's supplier diversity program identifies and encourages equal opportunities for minority-owned business enterprises, women-owned business enterprises, small business enterprises and persons with military related disabilities in performance of the contract. National partnerships with organizations such as National

Minority Supplier Development Council, Women Business Enterprise Council, and Airport Minority Advisory Council assist the Contractor in reaching its diversity goals.

11. REPORT - STATE'S USAGE

The Contractor shall be required to submit a monthly report in Excel format to the State's Contract Administrator for total sales that clearly shows usage by entity and department, an itemized list of traditional rental agreements for both State approved orders and employee paid personal use rentals, of how much the State owes and the amount of the quarterly rebate. Both State approved orders and employee paid personal use rentals for traditional rentals will be used to calculate the State's Rebate Incentive Program, starting at \$1+.

12. REPORT - DIVERSITY USAGE

The Contractor shall be required to submit a quarterly report to the Governor's Office of Diversity Enterprise (Go-DBE). The contractor is required to provide a quarterly report of the percentage of diversity participation in the performance of this contract by small businesses, minority owned, woman owned and service-disabled veteran owned business enterprises. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise by visiting the Go-DBE web site at and establishing a new account in The TN Go-DBE Software at <https://tn.diversitysoftware.com/vendorstart.asp>. For further information please contact Shelia.j.simpson@tn.gov or call 615-253-4634.

13. REBATE

The Contractor shall create a Rebate Incentive Program for the State on all rentals completed by State agencies and their employees for traditional business use using the State's assigned ID number, starting at \$1+.

The rebate schedule shall be as follows:

<u>4th Qtr - Cumulative Annual Total</u>	<u>Qtrs 1-3 - Prorated</u>
\$1.00 - \$499,999.99	4% Quarterly \$1 - \$124,999.99 (END OF YEAR TRUE UP)
\$500,000.00 - \$699,999.99	6% Quarterly \$125,000 - \$174,999.99 (END OF YEAR TRUE UP)
\$700,000.00 - \$999,999.99	7% Quarterly \$175,000 - \$249,999.99 (END OF YEAR TRUE UP)
\$1,000,000.00+	8% Quarterly \$250,000 + (END OF YEAR TRUE UP)

The rebate fees shall be paid quarterly, 45 days after the quarter, on the Net Time and Mileage under this Addendum. For purposes of the above calculation, Net Time and Mileage shall only include (after any applicable discounts) revenue generated by State, State Employees and/or Local Government purchases and identified by Contractor's revenue tracking system, and shall apply only to rentals occurring at Contractor locations. "Time and Mileage" includes only the basic rental rate after any applicable discounts and does not include taxes, surcharges, and additional charges, such as charges for optional products, whether included within the rate or purchased separately.

Failure to submit reports and rebate fees on a timely basis shall constitute grounds for termination for cause under this agreement. Rebate fees will be due in accordance with the following schedule:

Calendar Quarter 1 (JAN 1 to MAR 31)	Due within forty-five days of the end of the quarter
Calendar Quarter 2 (APR 1 to JUN 30)	Due within forty-five days of the end of the quarter
Calendar Quarter 3 (JUL 1 to SEP 30)	Due within forty-five days of the end of the quarter
Calendar Quarter 4 (OCT 1 to DEC 31)	Due within forty-five days of the end of the quarter

The Rebate Fee Check should be submitted to the following address:

Ron Plumb, Director
Department of General Services
Office of Administrative Services

3rd Floor, Tennessee Tower
312 Rosa L. Parks
Nashville, TN 37243

The Reports shall be submitted to the Contract Administrator located at the following address:

Crystal Lysinger, Purchasing Administrator
Department of General Services
Purchasing Division

24th Floor Tennessee Tower
312 Rosa L. Parks
Nashville, TN 37243
E-Mail: crystal.lysinger@tn.gov

14. CONTRACTOR GUARANTEE

Enterprise Rent-A-Car Company of Tennessee, LLC guarantees to provide to the State (for hourly rental use by its employees through the WeCar system and automated rental program) a minimum of 80 vehicles that include WeCar Technology and meet energy efficient standards that will assist the State in meeting the requirements of Tenn. Code Ann. §4-3-1109.

The precise make, model and amount of such WeCar vehicles will be as separately agreed upon by the parties in writing. WeCar Vehicle supply is subject to availability and regular fleet rotation as communicated to the State from time to time.

The location for each WeCar vehicle provided to the State shall be separately agreed upon in writing and the State shall ensure that the location of each vehicle on State-owned or State-controlled property shall be subject to reasonable security measures so that the vehicle is not subject to unreasonable chance of loss or damage and so that WeCar user's have reasonable access to the vehicles.

The State shall ensure that all employees authorized to operate a WeCar vehicle possess a valid driver's license and at least 21 years of age at the time of rental. The State shall advise WeCar when an individual is no longer employed by the State or no longer possesses a valid driver's license such that the individual is no longer authorized to operate a WeCar vehicle.

All WeCar vehicles shall provide the same driver protection products (e.g. damage waiver/retained responsibility and third party liability protection) for business use, if any, as is stated in the Agreement or as may be required by applicable law.

15. PROHIBITION OF ILLEGAL IMMIGRANTS

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen,

a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

- Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
- Signed and dated Attestation Forms for your company that have been submitted to the Purchasing Division and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Purchasing Division.

By authorized signature on this Addendum the contractor constitutes signing the Attestation Form for the next six (6) months of the contract period. By authorized signature on this Addendum, if contractor has a subcontractor(s) approved under this contract, contractor affirms that it has obtained a signed Attestation Form from such subcontractor(s). The contractor and its subcontractors, if any, shall be required to sign Attestation Forms on a semi-annual basis from the start date of this Addendum through to its completion date. Such attestations shall be maintained by the contractor in a permanent file on the contractor's premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at: http://tn.gov/generalscrv/purchasing/for_bidders.html.

16. CONTRACT MANAGEMENT

The Contractor shall assign a Government Sales Manager and one or more individuals to the function as Customer Service Representative(s) within five (5) business days of execution of this Addendum. The Contractor shall provide contact information to the contract administrator.

17. CONTRACT IMPLEMENTATION

After execution by both parties, the State will provide a copy of the executed Participating Addendum to Contractor. Once received by the Contractor, the Participating Addendum is the authority for state agencies and their employees to order rental car services and for the State to pay for such rental car services, once the rental is completed. Upon request by the State, the Contractor in coordination with the State will provide any necessary set up and training for State Agencies, at no charge to the State.

State employees will be responsible for payment to the Contractor for personal use rentals. State employees will be enrolled by the Contractor into the Emerald Club and earn rewards based on their tier of membership. Those rewards for personal rentals will accrue to the employee, not the State, and Contractor shall send employees monthly statements with updated rewards information.

18. PRIMARY CONTACT

The primary contact for the State on this Addendum is as follows:

Thomas W. Chester, Deputy Commissioner
Department of General Services,
Tennessee Tower, 24th Floor
312 Rosa L. Parks Ave,
Nashville, Tennessee 37243
Phone: (615) 741-9267,
Fax: (615) 532-8594
E-Mail: thomas.w.chester@tn.gov

19. LIMITATION OF LIABILITY

The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tenn. Code Ann. §12-3-315(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the commissioner determines that it is necessary to protect the interest of the state, the commissioner may petition the board of standards to approve contractor liability in excess of two (2) times the value of the contract. If the board agrees with the commissioner, it may approve such a higher liability amount.

20. INDEMNIFY AND HOLD HARMLESS

Subject to the paragraph titled "Limitation of Liability", the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officer's, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of the negligence or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State and the State is determined to be the prevailing party in any such enforcement proceedings.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tenn. Code Ann. § 8-6-106.

21. WEB-BASED RESERVATION SYSTEM

Two business days after receipt of final award of contract, the Contractor shall provide the State with its own account on Contractor's website with up-to-date traditional rental car services and WeCar pricing and other rental related information including WeCar's Terms of Use and other WeCar program details as well as Contractor's electronic catalog of available vehicles at: www.WeCar.com.

The Contractor agrees to provide, upon request by the State, the information discussed above including pictures or images of assigned vehicles in an electronic format acceptable to the State and, at no cost to the State or State employees.

22. COMPLIANCE WITH THE "ARRA"

Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with any applicable data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

23. TERM OF CONTRACT - MULTI-YEAR

Total Number of Years if all options to renew are exercised: 4 years and 36 days.

Initial Contract Term one (1) year and 36 days, with three (3) one (1) year options to renew:

Start Date: 12/01/2011

Initial End Date: 01/05/2012

Final End Date: 01/05/2016

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the state, as indicated by the Director's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the state. It is mutually understood and agreed that the state's commitment is limited to a base term contract which is subject to renewal annually at the state's sole option.

It is understood and agreed that the state reserves the right to extend the term contract period resulting from this Addendum an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions.

23. CONTRACT CANCELLATION

Termination for Convenience: Either party may terminate this contract without cause. Said termination shall not be deemed a breach of contract. Either party shall give the other at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered. Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount for unperformed work.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to

withhold payment in excess of fair compensation for completed services upon prior written notice to Contractor detailing the ground for such withholding of payments. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all travel authorizations that were prepared, reserved and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

24. RECORDS

The Contractor shall maintain documentation for all charges under this contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable written notice of not less than fifteen (15) days by the State, the Comptroller of the Treasury, or their duly appointed representatives.

25. RIGHTS RESERVED

The State of Tennessee reserves the right to competitively solicit for additional sources for rental car services covered by this contract between during the contract term where deemed to be in the best interest of the State. The resulting contract(s) may be designated by the State as permissive or mandatory and will not affect the rebate that the State is entitled to receive from the Contractor pursuant to the terms and conditions of the Master Contract.

26. ENTIRE AGREEMENT

This Addendum and the Master Contract, together with their exhibits and/or attachments and any rental contract, if any, set forth the entire agreement between the parties concerning the State's procurement of the automated car rental program called "WeCar" from the Contractor. No agent, representative, employee or officer of either the State or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. Notwithstanding anything in the Enterprise Terms of Use to the contrary, no provisions of the Terms of Use will apply to the State of Tennessee to the extent they are in conflict with the terms of this Addendum or the Master Contract or violate the laws or the Constitution of the State of Tennessee. In no event shall the State be construed as having waived any aspects of sovereign immunity accorded to it under the laws of the State of Tennessee or any other jurisdiction. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.